Case 08-13035-1-rel Doc 34 Filed 02/25/09 Entered 02/25/09 11:28:07 Desc Main Document Page 1 of 24

UNITED STATES BANKRUPTCY CO	OURT
NORTHERN DISTRICT OF NEW YO	RK

In Re: Geoffrey S. Ekstein and Tracy A. Ekstein

Case No. 08-13035

Robert E. Ganz, being duly sworn, deposes and says:

1. That he is an attorney duly licensed to practice law in New York, is admitted to the bar of this Court, is a partner in the firm of Ganz Wolkenbreit & Friedman, LLP, attorneys for Whiteman Osterman & Hanna, LLP and makes this Affidavit in opposition to debtors' objection to claim.

## Procedural Status of this Matter

- 2. Whiteman Osterman & Hanna, LLP ("WOH") performed legal services for a variety of Geoffrey Ekstein related entities in past years.
- 3. An unpaid balance for certain work was pending in October 2008 when Whiteman Osterman & Hanna, LLP referred this matter to me for collection. At the time, I was unaware of any bankruptcy filing. I sent a demand letter to Mr. Ekstein in October seeking \$8,266.94 worth of fees. In response, I received a letter from Sandra Poland Demars, Esq. of Richard Croak's office providing Notice of bankruptcy. That letter urged that we file a Notice of Claim. A copy of the letter is attached as Exhibit 1. I thereafter filed a Notice of Claim in a timely fashion.
  - 4. I received no further communication from debtors' attorney until this motion.
- 5. I reviewed my file in detail and state that the letter attached as Exhibit B to the motion papers of January 27, 2009 from Ms. Demars seeking further information with respect to the claim was not in my file.
- 6. By reason of the foregoing, debtor's assertion that he was required to make this motion is erroneous.

7. Further after the initial letter, there were no telephone calls made or follow up letters written when no response was received from my office. Therefore in my view this motion practice made less than one month after the inquiry, is premature and certainly does not merit an award of attorney's fees.

## The Basis of the Law Firm's Claim

- 8. When debtor Geoffrey Ekstein approached Les Apple, Esq. of Whiteman Osterman & Hanna, LLP with respect to the work involved here, he did <u>not</u> identify an existing corporation to be billed and sought WOH to perform work which involved formation of entities other than the New York corporation known as Collective Integrators Network, Inc.
- 9. This work included, but was not limited to, a forming of a Nevada entity and preparing for an equity offering of that out-of-State entity and the work shows that the project was far broader than the scope of business of the existing New York corporation (see Exhibit 3).
- 10. The engagement letter which was sent to Mr. Ekstein was signed by him without any indication of a corporate title (see engagement letter which is attached hereto as Exhibit 2).
- 11. Payments were made not on the bills by the New York corporation but by Mr. Ekstein personally (see Exhibit 4).
- 12. For these reasons, it is Whiteman Osterman & Hanna, LLP's belief that the engagement was with Mr. Ekstein personally and not merely the New York corporation with which he was affiliated.

WHEREFORE, deponent and creditor, Whiteman Osterman & Hanna, LLP, respectfully request that the motion objecting to claim and seeking its dismissal be denied.

Robert E. Ganz

Sworn to before me this

day of February, 2009.

DAVID E. SIEGFELD Notary Public, State of New York No. 02SI6029090

Qualified in Albany County Commission Expires Aug. 09, 2029

.00038774.WPD:JBM

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Case 08-13035-1-rel Doc 34

Filed 02/25/09

Document

314 Great Oaks Boulevard Albany, NY 12203 518.690.4410 518.690.4435 FAX

Desc Main

09 11:28:07

Sandra Poland Demars, Esq. Richard Croak & Associates

December 2, 2008

Ganz Wolkenbreit & Friedman, LLP One Columbia Circle Albany, NY 12203

Re:

Geoffrey Ekstein

Case No. 08-13035; Chapter 13

Dear Sir/Madam:

Please be advised that we represent Geoffrey Ekstein in the above-referenced Chapter 13 bankruptcy case, which was filed September 15, 2008. If you believe there is a valid debt owed by our client, I strongly suggest you file a Proof of Claim. In any event, our client is protected from collection of this debt by the automatic stay and any further contact with the Debtor is not permitted.

Very truly yours,

Sandra Poland Demars

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# WHITEMAN OSTERMAN & HANNA LLP

MICHAEL WHITEMAN METVIN 11 OSTERMAN 1957-2005

JOHN HANNA JR JOEL L HODES PHILIP II GITII N

SCOLLN : FIN DANIEL A RUZOW LESSEE M. AUTUR PHILIP H DIXON

RICHARO E LECKERLING PARGARETS GILLS JONATHAN P NYF HEATHER DIDDEL NER COLUMN TERRESA W. BAKNUR NUSMA C MEACHAN ALAN : CÓLOBERO BETTER HOUSEASTER MARTIN J. RICCIARDI CHARLES R HAVILAND JR LESLIË K.L. THIELË LUHRAINE POWER THARP DAVIJ H. EVERETT

ATTORNEYS AT LAW

ONE COMMERCE PLAZA ALBANY NEW YORK 12260 TEL 518 487 7500 FAX 518 407 ///7 WOIL COM

SENIOR COUNSEL HOWARD A. LEVINE EUCENE M. KARP

OF COUNSEL ELLES M DACH PETER C. TRIMARCHI

MARK P CAWLLY MARK T. SWEENEY ROBLET F SCHOLIFTO ROBERT S. REYNOLDS HMCHRY P. MORRIBON IANIST TALLON JOSEPH DISTINGUN JOHN P CALARESC. JR CHRISTOPHER W MEYER JAMES A. BOCKICK! MARGELIAM, SUNDELIN SCOLUL DE DE DRIVE

JASON M. DIMARING WILLIAM & NOLAN

DDIEGINY-JANE COLDBACK PORPEGLIA BRADLEY & ALLEN

TARMY CUMO-SMICE LUCY KATS GARRIE E. FLYNN SARAH X. DELANEY TOOD W MATER S THOMAS F. PUCHNER O ONARO A GARRICO

THOMAS W. SIMODIT CHRISTOPHER M McDONALD STACEY M. BARRICK

July 26, 2007

MITTALL O STERLHOUS JOHN J HENRY

Mr. Geoff Ekstein JAMES B AYERS NAMIAS M HOVSNOK

The Collective Integrators Network GATHE BINE & HILL 50 Delaware Avenue BRIAN .: I LIGHY

BETH R LEEGH

KIRBLIN KOEHLER GUILBADelmar, New3 York 12054

ROBERT M. GACH ROBERT L SWEENE J STEPHEN REILLY

Dear Geoff:

ATTA CONG. CHRISTOPHER F THICK! Y THUMAS A SHEPARDBON JEFFREY'S ARMSTROND

KLVIN P ČIUMN

This is to confirm that you have engaged Whiteman Osterman & Hanna LLPotto LE SARHANI RANDALL & BEACH
WHITEMAN CROWLIN, IN provide corporate counsel legal services (the "Matter") to The Collective Integrators, NEV J. IAYLOR Network (the "Company). This letter is to document the terms of this engagement.

# MUTUAL RESPONSIBILITIES

We will provide the legal services that, in our professional judgment, are appropriate for the Matter and in accordance with applicable legal and ethical standards. You agree to be reasonably available to confer with us upon request, will provide us with such documents and information as you may possess relating to the Matter, will disclose all facts and circumstances of which you are aware that may bear upon our handling of the Matter, and will otherwise assist our efforts as we reasonably request. You also agree to promptly pay our fees in accordance with the terms of this letter

It is understood that I will be the partner of this Firm with overall responsibility for this engagement and I will use other Firm attorneys as appropriate.

# DETERMINATION OF FEE

Our fees are determined, in accordance with applicable ethical rules, by considering a number of factors, including the amount of time that our lawyers, legal assistants and staff devote to the Matter, the experience and expertise of the professionals who perform the services, the complexity, novelty and difficulty of the questions involved, the magnitude of the Matter, any time limitations or other special demands presented, and the results obtained.

Ø 002/004

You agree that our fee will be based upon the time which we devote to the Matter, in accordance with standard hourly rates assigned to the particular lawyers and legal assistants performing the work. Currently these rates are \$85-\$125 for legal assistants, from \$135 to \$225 for associates, and from \$235 to \$400 for partners. These rates are subject to periodic adjustment, and the rates billed will be those in effect at the time the services in question were rendered. My initial billing rate for the Matter is \$400 per hour.

#### RETAINER

You agree to deposit with us a retainer of \$2,500 upon execution of this engagement agreement. Wire transfer instructions are enclosed with this letter. Each month we will deduct from the retainer amount the charges for services rendered that month, together with the amount of the disbursements we have made on your behalf. When the retainer amount has been exhausted, we will bill you for additional amounts due in excess of the retainer. Any retainer paid pursuant to this engagement letter is not a minimum fee, such that any balance remaining after payment of fees and expenses will be refunded.

# BILLING FOR COSTS AND EXPENSES

In addition to our fees, we will bill you for any expenditures which we make or expenses we incur for you or on your behalf. These may include computer-based legal research costs, the costs of reproducing documents, long distance telephone charges, parking and travel costs, expenses which we incur while we are away from our office on your business, fees which accountants or consultants retained on your behalf charge us, and other similar expenditures. Where such expenditures are significant in amount, such as trademark search and filing expenses, we may ask you to make payment directly to the provider of goods or services, or we may require an additional retainer amount to cover such expenses.

#### STATEMENTS

We will send you statements for services rendered and for expenditures which we have made for you on a monthly basis. The amounts set forth in the statements are due within thirty days after the statement is mailed. If you have any questions about any statement, please call me promptly to discuss it.

If your account becomes delinquent, we have established collection procedures which may include stopping all legal services of a non-emergency nature and, where consistent with our ethical obligations, withdrawing from this representation. We also reserve the right to ask you for reasonable security for past due balances and work required in the near future. As a condition of our undertaking this representation, you agree to provide such security to us upon request.

In fairness to the majority of our clients who pay our statements promptly, we have established late payment charges designed to recover the costs of carrying overdue accounts.

Ø1003/004

We reserve the right, to the extent permitted by law, to add a late payment charge of 1% per month to your past due account. These late charges will accrue from the due date of the bill until the date it is paid.

# CONFLICTS OF INTEREST

Whiteman Osterman & Hanna LLP has a diverse practice that includes representation of many other companies and individuals in many areas. We have performed our standard internal conflicts check and we believe our performance of this engagement will not conflict with any client or Matter on which we are engaged as of the date of this letter. In the event any such conflict comes to our attention, we will promptly notify you, and you agree to promptly meet with us to discuss, in good faith, a reasonable resolution. Within applicable ethical and legal guidelines, we will endeavor to continue our representation and to preserve our relationship.

It is also understood, as we discussed, that this engagement does not include either personal legal representation of any of the owners of the intended businesses with respect to their rights and obligations with and to each other as owners, or individual tax preparation advicc.

#### FEE DISPUTES

Clients to whom New York lawyers have rendered legal services have the right to require arbitration of certain fees disputes where the amount in dispute is between \$1,000 and \$50,000. Not all fee disputes are subject to arbitration, and special procedures governing such proceedings have been established. In the event such a dispute should arise in connection with this engagement agreement, you have the right and are encouraged to consult with other counsel to receive independent advice on the applicability of arbitration to your issues and the procedures you will need to follow.

## **TERMINATION**

We anticipate a long and mutually satisfactory relationship. However, you have the right to terminate our engagement at any time by giving us written notice of termination. We also have the right, subject to our responsibilities under applicable ethical rules, to terminate our engagement by giving you written notice if you fail to cooperate with us or to pay our bills when due or if we determine that continuing to represent you would be unethical, impractical or improper. If our relationship is terminated by either of us, you will remain obligated to pay us in full for our past services and for costs and expenses in accordance with the terms of this letter.

# AGREEMENT APPLICABLE UNTIL CHANGED IN WRITING

This agreement will apply to any additional work we agree to undertake upon your behalf unless we enter into an express written agreement reflecting an alternate arrangement. Please review this letter carefully, and raise and discuss with me any questions which you may have. If this letter accurately reflects your understanding of our attorney-client relationship, please indicate your approval and acceptance by dating and signing the enclosed duplicate of the letter and returning it to me together with a check in payment of the retainer.

Sincerely,

Leslie M. Apple

Accepted and Agreed:

The Collective Integrators Network

Geoff Ekstein

Dated: 8/17/07

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# Case 08-13035-1-rel Doc 34 Filed 02/25/09 Entered 02/25/09 11:28:07 Desc Main WHITEMPANUOSTERMACO & PLANNA HP

ATTORNEYS AT LAW

ONE COMMERCE PLAZA ALBANY, NEW YORK 12260 TEL 518.487.7600 FAX 518.487.7777 woh.com

Invoice No. 307128 11/30/2007 Client# 102642

Collective Integrators Alliance, LLC Geoffrey Ekstein Sr. Vice President 293 Broadway Menands, NY 12204

Payment is due upon Receipt

INVOICE SUMMARY

CURRENT CHARGES FOR MATTER: Corporate Counsel 102642-001

Fees for Legal Services

**RETAINER APPLIED** 

10,000.00 0.00

**Expenses and Other Charges** 

10,000.00

TOTAL CHARGES THIS INVOICE

3,000.00

7,000.00

**BALANCE DUE THIS INVOICE** 

**TOTAL CHARGES DUE UPON RECEIPT** 

PLEASE MAIL PAYMENT TO: WHITEMAN OSTERMAN & HANNA LLP ONE COMMERCE PLAZA ALBANY, NY 12260

## Whiteman Osterman & Hanna LLP

Page: 2

# Whiteman Osterman & Hanna LLP

One Commerce Plaza Albany, NY 12260 (518)487-7600

11/30/2007

Invoice No.: 307128

Collective Integrators Alliance, LLC Geoffrey Ekstein Sr. Vice President 293 Broadway Menands, NY 12204

Our Matter# 102642-001 Corporate Counsel

P	Private	Placement	•	
8/22/2007	LMA	Attention to e-mails re financial projections for offering document;	0.80	400.00
8/27/2007	LMA	Meeting with Messrs. Ekstein, Tangora and Tamburri to work on equity offering, operating agreement and related matters; Related file work;	2.00	400.00
8/27/2007	SJT	Review business plan; Meeting with client and L. Apple;	4.00	125.00
8/30/2007	LMA	Work on Operating Agreement;	1.50	400.00
8/31/2007	LMA	Completed draft Operating Agreement for distribution; Work on offering documents;	3.00	400.00
9/4/2007	LMA	Preparation of subscription documents (agreement and investor questionnaire) and NDA;	1.50	400.00
9/4/2007	SJT	Review file; Telephone call with client;	3.10	125.00
9/5/2007	LMA	Work on offering structure and regulatory issues attendant reduced investment minimum;	1.00	400.00
9/5/2007	SJT	Meeting with L. Apple; Review file and subscription documents;	4.30	125.00
9/7/2007	SJT	Review PPM for PageOne; Telephone call with client;	4.40	125.00
9/18/2007	LMA	Work on PPM;	1.50	400.00
9/18/2007	SJT	Research, locate and review sample PPMs; Begin drafting PPM for client;	5.60	125.00
9/20/2007	SJT	Draft PPM;	6.00	125.00
9/21/2007	SJT	Draft PPM;	0.50	125.00

Whiteman O	sterman &	Hanna LLP			Page: 3
9/26/2007	SJT	Draft PPM;	2.10	125.00	rage. o
9/27/2007	SJT	Draft PPM document;	3.20	125.00	
9/28/2007	LMA	Work on PPM;	1.30	400.00	
9/28/2007	SJT	Draft PPM document;	10.00	125.00	
9/29/2007	LMA	Work on PPM;	2.00	400.00	
9/29/2007	SJT	Review, edit and draft PPM document along vand subscriptiono documents;	vith exhibits 1.00	125.00	
9/30/2007	SJT	Edit PPM document based on L. Apple's com	nments; 2.70	125.00	
10/1/2007	LMA	PPM work; Conference call in evening with Me Ekstein to review PPM; Related follow-up wor		400.00	
10/1/2007	SJT	Meeting with L. Apple; Conference call with conference call with conference final PPM and subscription documents	•	125.00	
10/2/2007	LMA	Work on PPM;	0.80	400.00	
10/3/2007	LMA	Final revision of PPM, including telephone corwith G. Ekstein;	nferences 3.50	400.00	
10/3/2007	SJT	Draft PPM, attachments and exhibits; Work of subscription documents;	ont 1.50	125.00	
10/4/2007	LMA	Work on subscription documents;	0.40	400.00	
10/4/2007	SJT	Edit subscription documents; Forward same	to client; 1.00	125.00	
10/5/2007	LMA	Work on PPM matters with S. Taylor;	0.30	400.00	
10/5/2007	SJT	Telephone conference with client; Set up escr account;	row 0.50	125.00	
10/15/2007	HMN	Review file as per L. Apple;	0.90	85.00	
10/15/2007	SJT	Attention to filling out Form D; Telephone con with client to request sample subscription pactopies of executed documents;		125.00	
10/16/2007	LMA	Work on PPM blue sky compliance matters;	0.60	400.00	
10/16/2007	SJT	Meeting with client; Receive requested docur Prepare NY RegD504 forms;	nents; 2.50	125.00	
10/18/2007	SJT	Finalize and e-mail client instructions and for reviewed and completed;	ms to be 0.70	125.00	
		Sub-Total: Private Placen			16,111.50
			79.90	•	16,111.50
				al Fees:	16,111.50 -6,111.50
		Rate Summary			
	Les Ap Heidi I	pple 22.40 hours at \$ 4 M. Nicholson 0.90 hours at \$		8,960.00 76.50	

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Whiteman Osterman & Hanna LLP

Page: 4

Sydney Taylor

56.60 hours at \$ 125.00/hr

7,075.00

Total hours: 79.9

**Payments** 

9/20/2007

Payment

WOH IOLA

3,000.00

Sub-total Payments:

3,000.00

Total Current Billing:

10,000.00

Previous Balance Due:

-3,000.00

**Total Now Due:** 

7,000.00

# Case 08-13035-1-rel Doc 34 Filed 02/25/09 Entered 02/25/09 11:28:07 Desc Main **WHITEMPANIOSTER MAIN 11:28:07** Desc Main

ATTORNEYS AT LAW

ONE COMMERCE PLAZA
ALBANY, NEW YORK 12260
TEL 518.487.7600
FAX 518.487.7777
woh.com

Invoice No. 307129 11/30/2007 Client # 102642

Collective Integrators Alliance, LLC Geoffrey Ekstein Sr. Vice President 293 Broadway Menands, NY 12204 Payment is due upon Receipt

INVOICE SUMMARY

CURRENT CHARGES FOR MATTER: 102642-001 Corporate Counsel

> Fees for Legal Services \$ 3,515.00 Expenses and Other Charges 86.90 TOTAL CHARGES THIS INVOICE

\$ 2,500.00

3,601.90

BALANCE DUE THIS INVOICE

**RETAINER APPLIED** 

\$ 1,101.90

TOTAL CHARGES DUE UPON RECEIPT

PLEASE MAIL PAYMENT TO: WHITEMAN OSTERMAN & HANNA LLP ONE COMMERCE PLAZA ALBANY, NY 12260

#### Whiteman Osterman & Hanna LLP

Page: 2

# Whiteman Osterman & Hanna LLP

One Commerce Plaza Albany, NY 12260 (518)487-7600

11/30/2007

Invoice No.: 307129

Collective Integrators Alliance, LLC Geoffrey Ekstein Sr. Vice President 293 Broadway Menands, NY 12204

Our Matter # 102642-001 Corporate Counsel

G	General E	Business Matters		
7/26/2007	MJR	Perform knock-out search for CiNet, "Collective Integrators Network" and "Integrators Serving Integrators;"	0.20	255.00
7/30/2007	MJR	Complete knock-out searches for CiNet, "Integrators Serving Integrators" and COLLECTIVE INTEGRATORS NETWORK; Send e-mails to G. Ekstein re: same;	1.80	255.00
8/1/2007	MJR	Review e-mail from G. Ekstein; Update knock-out search for CiNET references; Send e-mail to G. Ekstein;	0.90	255.00
8/3/2007	MJR	Review e-mail from G. Ekstein re: "The Collective Integrators Alliance;" Perform trademark knock-out search re: same; Research national symbol usage prohibitions;	2.00	255.00
8/9/2007	MJR	Review e-mail from G. Ekstein re: "C: Alliance;" Perform knock-out search re: same; Send e-mail to G. Ekstein with results of knock-out search;	0.90	255.00
8/23/2007	LMA	Review of/attention to client e-mails;	0.80	400.00
9/10/2007	SJT	Meeting with L. Apple; Conference call with client; Draft and edit Operating Agreement provisions;	2.80	125.00
9/11/2007	LMA	Preparation of Piccirilli mutual NDA; Work on Operating Agreement with S. Taylor;	0.70	400.00
9/12/2007	LMA	Work on Operating Agreement;	0.80	400.00
9/17/2007	LMA	Work on finalizing Operating Agreement for client review;	0.60	400.00
9/17/2007	SJT	Meeting with L. Apple; Review and draft Operating Agreement;	4.00	125.00

## Whiteman Osterman & Hanna LLP

				Page: 3
11/2/2007	HMN Work v	vith S. Taylor re investor escrow;	0.30 85.00	
		Sub-Total: General Business	15.80	3,515.00
			15.80	3,515.00
			Sub-total Fees:	3,515.00
		Rate Summary		
	Les Apple	2.90 hours at \$ 400.00/hr	1,160.17	
	Heidi M. Nichols	•	25.50	
	Martin Ricciardi	5.80 hours at \$ 255.00/hr	1,479.21	
	Sydney Taylor	6.80 hours at \$ 125.00/hr Total hours: 15.80	850.12	
Expenses				
	E105	Long Distance Telephone Charge		0.55
		Photocopy Charges		0.60
8/24/2007		NYS Department of State, Drawdown Account - #D1 - HMN 9/17/07 Replenishment of DOS Draw Down		0.75
8/24/2007		NYS Department of State, Drawdown Account - #D1 - HMN 9/17/07 Replenishment of DOS Draw Down		50.00
8/24/2007		NYS Department of State, Drawdown Account - #D1 - HMN 9/17/07 Replenishment of DOS Draw Down		35.00
		Su	b-total Expenses:	86.90
Payments				
8/22/2007	Dayman	t Transfer from 2 C. Ekstein	0.500.00	
012212001	Paymen	t Transfer from 3-G. Ekstein	2,500.00	

Sub-total Payments:

2,500.00

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Whiteman Osterman & Hanna LLP

**Total Current Billing:** 

Page: 4

3,601.90

Previous Balance Due:

4,500.00

**Total Now Due:** 

8,101.90

# Case 08-13035-1-rel Doc 34 Filed 02/25/09 Entered 02/25/09 11:28:07 Desc Main **WHITEMOON OSTER MACH 20/124/NNA** 11.P

ATTORNEYS AT LAW

ONE COMMERCE PLAZA ALBANY, NEW YORK 12260 TFL 518.487.7600 FAX 518.487.7777 woh.com

Invoice No. 311884 3/25/2008 Client # 102642

Collective Integrators Alliance, L.LC Geoffrey Ekstein Sr. Vice President 293 Broadway Menands, NY 12204 Payment is due upon Receipt

8,184.92

#### **INVOICE SUMMARY**

CURRENT CHARGES FOR MATTER: 102642-001 Corporate Counsel

**TOTAL CHARGES DUE** 

Fees for Legal Services \$ 0.00
Expenses and Other Charges 2.00

TOTAL CHARGES THIS INVOICE \$ 2.00

TOTAL CHARGES PAST DUE \$ 8,101.90

Interest on Past Due Charges 81.02

#### **TOTAL CHARGES DUE UPON RECEIPT**

PLEASE MAIL PAYMENT TO: WHITEMAN OSTERMAN & HANNA LLP ONE COMMERCE PLAZA ALBANY, NY 12260

OR WIRE TRANSFER FUNDS TO:
KEYBANK, NA
ROUTING # 021 300 077
DEPOSITORY ACCOUNT # 325900033615
S.W.I.F.T. BIC: KEYBUS33

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Whiteman Osterman & Hanna LLP

Page: 2

## Whiteman Osterman & Hanna LLP

One Commerce Plaza Albany, NY 12260 (518)487-7600

Collective Integrators Alliance, LLC Geoffrey Ekstein Sr. Vice President 293 Broadway Menands, NY 12204

293 Broadway Menands, NY 12204 Our Matter # 102642-001

For professional services rendered through February 29, 2008

**Expenses** 

Corporate Counsel

**Photocopy Charges** 

March 25, 2008 Invoice 311884

Page: 2

2.00

2.00

Total Reimbursable Costs:

2.00

Total Current Billing: Previous Balance Due:

8,101.90

Interest on Previous Balance:

81.02

Total Now Due:

8,184.92

WHITEMAN OSTERMAN & HANNALLP

Attorneys at Law www.woh.com

One Commerce Plaza Albany, New York 12260 518-487-7600 phone 518-487-7776 fax Invoice No. 312882 4/18/2008 Client # 102642

Payment is due upon receipt

Collective Integrators Alliance, LLC Geoffrey Ekstein Sr. Vice President 293 Broadway Menands, NY 12204

**INVOICE SUMMARY** 

CURRENT CHARGES FOR MATTER: 102642-001 Corporate Counsel

Fees for Legal Services \$ 0.00 Expenses and Other Charges \$ 1.00

TOTAL CHARGES THIS INVOICE \$ 1.00

TOTAL CHARGES PAST DUE \$ 8,184.92

Interest on Past Due Charges 81.02

TOTAL CHARGES DUE \$ 8,266.94

#### **TOTAL CHARGES DUE UPON RECEIPT**

WIRE TRANSFER FUNDS TO: KEYBANK, NA ROUTING # 021 300 077 DEPOSITORY ACCOUNT # 325900033615 S.W.I.F.T. BIC: KEYBUS33

Remittance Stub	Credit Card Type:
Remit to: Whiteman Osterman & Hanna LLP One Commerce Plaza Albany, NY 12260	Please Circle: MC - VISA - DISCOVER - AMEX  Account Number:  Expiration Date:// CCV Number (Back of Card)  Name As Appears on Card:
Matter ID: 102642-001	Total Amount Paid: \$

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Whiteman Osterman & Hanna LLP

Page: 2

## Whiteman Osterman & Hanna LLP

One Commerce Plaza Albany, NY 12260 (518) 487-7600

Collective Integrators Alliance, LLC Geoffrey Ekstein Sr. Vice President 293 Broadway Menands, NY 12204 April 18, 2008 Invoice 312882 Page: 2

Our Matter # 102642-001 Corporate Counsel

For professional services rendered through March 31, 2008

Expenses

Photocopy Charges

1.00

Total Reimbursable Costs: 1.00

Total Current Billing: 1.00

Previous Balance Due: 8,184.92

Interest on Previous Balance: 81.02

Total Now Due: 8,266.94

Case 08-13035-1-rel Doc 34 Filed 02/25/09 Entered 02/25/09 11:28:07 Desc Main Document Page 23 of 24

WHITEMAN OSTERMAN & HANNA LLP ONE COMMERCE PLAZA ALBANY, NY 12260 518-487-7600

I hereby authorize Whiteman Osterman & Hanna LLP to charge my credit card for the following amount. We accept VISA, MASTERCARD & AMERICAN EXPRESS.

Amount: \$2,500
Credit Card Type: M/C
Credit Card Number: 5466 1300 6901 1238 CVV Code (756
Expiration Date: /0/6 9
Name as it Appears on Card: Geoffrey S. Ekstein
Signature:

Please fax this paper to our accounting department at 518-487-7776 and mail original to our office.